

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2012-033 NH Real Estate Commission v. John B. Sullivan, III

Allegations: Rea 301.04 (b)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and John B. Sullivan, III ("the Licensee" or "the Respondent"), a real estate salesperson currently licensed by the Commission until 6/26/14, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

The Respondent failed to make good on check #1111 dated June 28, 2012 issued by the Respondent in the amount of \$140 rendered as payment for his real estate salesperson license Renewal and Late Fee, which his bank marked "Non-negotiable", and Respondent did not pay the additional assessment fees required by the State of New Hampshire for the dishonored check (total amount due \$173). New Hampshire Real Estate Commission staff has made numerous attempts and contacts with Respondent in efforts to obtain

compliance. The Commission's Investigator Ann Flanagan initiated Complaint File No. 2012-033 against Respondent on September 10, 2012. Respondent paid the full amount due of \$173 on September 27, 2012.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent acknowledges his non-compliance and agrees that it will not happen again in the future.
4. The Respondent's failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
7. Respondent understands that his action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.

8. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced his right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
10. Respondent certifies that he has read this document titled Settlement Agreement. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, he waives these rights as they pertain to the misconduct described herein.
11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondent

I, John B. Sullivan III, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress,

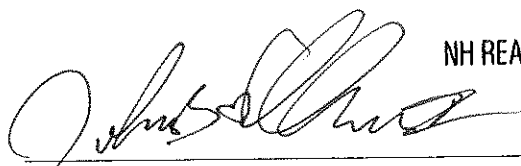
and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

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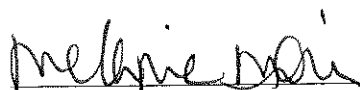
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NH REAL ESTATE COMMISSION

Dated: February 14, 2013


John B. Sullivan, III
Respondent

On this 14th day of February A.D. 2013
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.


Justice of the Peace/Notary Public

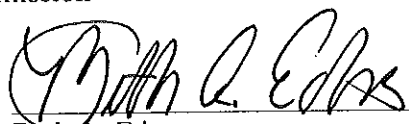
My commission expires:

MELANIE MORIN, Notary Public

My Commission Expires February 6, 2018

For the Commission

Dated: March 25, 2013


Beth A. Edes
Executive Director
of the NH Real Estate Commission